

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

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**MITCHELL REPAIR INFORMATION  
COMPANY, LLC,**

Plaintiff,

Case No.

vs.

**GARDEN STATE TRUCK & AUTO, INC.**

Defendant.

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**DECLARATION OF ED SCHUMANN**

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Pursuant to 28 U.S.C. § 1746, ED SCHUMANN declares as follows:

1. I am a citizen of the United States and of the Commonwealth of Pennsylvania, and am over the age of eighteen (18) years. I make this declaration based upon my personal knowledge.
2. I am an independent sales representative for Mitchell Repair Information Company ("MRIC") and am responsible for a portion of the State of New Jersey. My primary job is to call on (i.e. make visits to) retail automotive repair facilities and offer for sale MRIC's automotive software, including both diagnostic/repair software and shop-management software.
3. One of the leading products that MRIC offers, and that I sell, is Mitchell On-Demand, a suite of computer programs. One of the programs included in Mitchell On-Demand is ManagerPlus, a software platform that allows shops to organize their day-to-day transactions and to create customer-specific repair/service profiles. Transaction invoices generated on



ManagerPlus have a unique layout. Attached as **Exhibit A** is a true and correct copy of a model invoice I generated from ManagerPlus version 5.9.

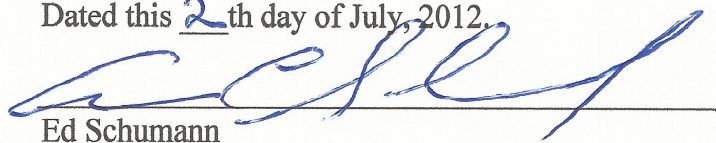
4. On March 5, 2012, around 12:30 pm, I made a sales visit to Garden State Truck & Auto ("Garden State") which is located at 490 South Main Street in Manville, New Jersey. While at Garden State, I talked to Nick, one of the service technicians. After explaining the purpose of my visit, Nick said that Garden State already had Mitchell On-Demand, including ManagerPlus, on its system. Nick then pointed to a computer screen that showed the ManagerPlus program running. I explained to Nick that, since Garden State did not have a license for Mitchell On-Demand, their use of it violated MRIC's copyrights. I told Nick that Garden State would need either to purchase an authorized version of Mitchell On-Demand, which I could sell, or Mitchell On-Demand would need to be removed from Garden State's computer system. Nick said that he would check with the owner, Pete, about purchasing a license. I then left Garden State.

5. Later, I confirmed with MRIC's corporate office that Garden State did not have a license to use Mitchell On-Demand. In addition, I informed my regional manager, Charles "Chuck" Zerambo, of Garden State's unauthorized use of Mitchell On-Demand.

6. In late May, 2012, Zerambo forwarded to me an invoice from Garden State for an oil and filter change performed on his vehicle on May 22, 2012. I immediately recognized the form of the invoice as being generated from ManagerPlus version 5.9.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 2th day of July, 2012.

  
Ed Schumann

# **Exhibit A**

Phone - 858-391-5000  
You Work Hard For Your Money, So Do We!

INVOICE

42935

Org. Est. # 002493

**INVOICE**

Print Date : 06/19/2012

**Doe, John**  
123 Anywhere St  
Anytown, MI 00000  
Home 123-456-7890  
Cust ID : 6217

Ref # :

2008 Honda - Civic DX  
1.8L, In-Line4, VIN (FA1)  
Lic # :  
Unit # :  
Vin # :  
Hat # :

Odometer In : 12345

Part Description / Number	Qty	Sale	Extended	Labor Description	Extended
Engine Oil - Castrol 10w40c	5.00	2.00	10.00	LOF	23.56
Oil Filter - Fram Double Guard DG8a	1.00	5.99	5.99	Change Oil & Filter. Check all fluids. Lube chassis. Check tire condition & air pressure. Up to 5 qts of std oil.	

[ Technicians : Day, Raymond T3895 ]

Org. Estimate \$41.92	Revisions \$0.00	Current Estimate \$ 41.92	Additional Cost	Revised Estimate	<b>Labor:</b> 23.56
					<b>Parts:</b> 15.99
					<b>Sublet:</b> 0.00
					-----
					<b>Sub:</b> 39.55
					<b>Tax:</b> 2.37
					<b>Total:</b> 41.92
					<b>Bal Due:</b> \$0.00

[ Payments - Visa - \$41.92 ]

*Ask About Our Free Pickup & Delivery Service*

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

SIGNATURE..... Date..... Time.....

Written By: Jones, John

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